

<i>SERFF Tracking Number:</i>	<i>MUTM-126896692</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>United of Omaha Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47321</i>
<i>Company Tracking Number:</i>	<i>PHILIP BOLL</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Flexible Premium Deferred Annuity BFA - D162LNA10P</i>		
<i>Project Name/Number:</i>	<i>Flexible Premium Deferred Annuity BFA /D162LNA10P</i>		

Filing at a Glance

Company: United of Omaha Life Insurance Company

Product Name: Flexible Premium Deferred Annuity BFA - D162LNA10P SERFF Tr Num: MUTM-126896692 State: Arkansas

TOI: A02I Individual Annuities- Deferred Non-Variable SERFF Status: Closed-Approved- Closed State Tr Num: 47321

Sub-TOI: A02I.002 Flexible Premium Co Tr Num: PHILIP BOLL State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird Disposition Date: 11/18/2010

Authors: Shelly Kaipust, Kim Meyerring, Krysia Gannon, Philip Boll

Date Submitted: 11/15/2010 Disposition Status: Approved-Closed

Implementation Date Requested: Implementation Date:

State Filing Description:

General Information

Project Name: Flexible Premium Deferred Annuity BFA

Project Number: D162LNA10P

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 11/18/2010

Deemer Date:

Submitted By: Shelly Kaipust

Filing Description:

RE: United of Omaha Life Insurance Company

NAIC #: 261-69868 FEIN: 47-0322111

Individual Deferred Annuity

D162LNA10P Flexible Premium Deferred Annuity Contract

D163LNS10A Flexible Premium Deferred Annuity Application

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 11/18/2010

Created By: Shelly Kaipust

Corresponding Filing Tracking Number:

SERFF Tracking Number: MUTM-126896692 State: Arkansas
Filing Company: United of Omaha Life Insurance Company State Tracking Number: 47321
Company Tracking Number: PHILIP BOLL
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium
Variable
Product Name: Flexible Premium Deferred Annuity BFA - D162LNA10P
Project Name/Number: Flexible Premium Deferred Annuity BFA /D162LNA10P

D168LNA10E Annuity Unisex Endorsement
Actuarial Memorandum

On behalf of United of Omaha Life Insurance Company, I am submitting the above captioned forms and actuarial memorandums in final printed format for review and approval. These forms contain no unusual or controversial items according to normal company and industry standards. To the best of my knowledge, they comply with all of your applicable statutes.

D162LNA10P is new and being filed to replace 7065L-0203, which was approved by your department on March 12, 2003. D163LNS10A is new and being filed to replace 8371L-0203, which was approved by your department on March 12, 2003. D168LNA10E is new and being filed to replace 2549-0801, which was approved by your department on October 1, 2001.

Initially, our career agents and independent brokers will offer this product for purchase with nonqualified and/or tax-qualified funds. It will be available to applicants through age 89. If purchased with a single initial purchase payment, the minimum initial purchase payment required for this contract is \$5,000. Otherwise, the minimum initial purchase payment required for this contract is \$100. If the owner contributes additional purchase payments, the total of the additional purchase payments must be a minimum of \$1,200 per contract year. Please see the contract's statement of variability for additional information about the limitations on additional purchase payments.

D162LNA10P will be applied for using application form D163LNS10A. D162LNA10P will be used with endorsements 2519L-0601 and D065LNA10E, which were approved by your department on April 9, 2001, and May 19, 2010, respectively.

D168LNA10E is a unisex endorsement submitted for general use available for currently approved annuity products and future approved annuity products that offer qualified plans other than IRA's. D168LNA10E is available at issue.

D162LNA10P has achieved a minimum Flesch Score of 40. D163LNS10A and D168LNA10E have achieved a minimum Flesch Score of 40 when scored with the base contract.

The required filing materials and supporting actuarial memorandum are enclosed. Thank you for your consideration of this submission. Please feel free to contact me if you have any questions or concerns.

Sincerely,

SERFF Tracking Number: MUTM-126896692 State: Arkansas
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Company Tracking Number: PHILIP BOLL
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium
Variable
Product Name: Flexible Premium Deferred Annuity BFA - D162LNA10P
Project Name/Number: Flexible Premium Deferred Annuity BFA /D162LNA10P

Philip Boll
Product and Advertising Compliance Analyst
Regulatory Affairs
Phone: 402-351-2449
Fax: 402-351-5298
E-mail: Philip.Boll@mutualofomaha.com

Company and Contact

Filing Contact Information

Philip Boll, Product & Advertising Compliance Analyst philip.boll@mutualofomaha.com

Mutual of Omaha 402-351-2449 [Phone]
Mutual of Omaha Plaza 402-351-5298 [FAX]
Omaha, NE 68175

Filing Company Information

United of Omaha Life Insurance Company	CoCode: 69868	State of Domicile: Nebraska
Mutual of Omaha Plaza	Group Code: 261	Company Type: Life Insurance
Omaha, NE 68175	Group Name:	State ID Number:
(402) 351-6420 ext. [Phone]	FEIN Number: 47-0322111	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$150.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United of Omaha Life Insurance Company	\$150.00	11/15/2010	41910604

SERFF Tracking Number:	MUTM-126896692	State:	Arkansas
Filing Company:	United of Omaha Life Insurance Company	State Tracking Number:	47321
Company Tracking Number:	PHILIP BOLL		
TOI:	A02I Individual Annuities- Deferred Non-Variable	Sub-TOI:	A02I.002 Flexible Premium
Product Name:	Flexible Premium Deferred Annuity BFA - D162LNA10P		
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/18/2010	11/18/2010

<i>SERFF Tracking Number:</i>	<i>MUTM-126896692</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>Flexible Premium Deferred Annuity BFA /D162LNA10P</i>		

Disposition

Disposition Date: 11/18/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MUTM-126896692 State: Arkansas

Filing Company: United of Omaha Life Insurance Company State Tracking Number: 47321

Company Tracking Number: PHILIP BOLL

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium
Variable

Product Name: Flexible Premium Deferred Annuity BFA - D162LNA10P

Project Name/Number: Flexible Premium Deferred Annuity BFA /D162LNA10P

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	AR Rule 19 Cert		Yes
Supporting Document	AR Credit Card Cert		Yes
Supporting Document	Statement of Variability - D162LNA10P		Yes
Supporting Document	Statement of Variability - D163LNS10A		Yes
Supporting Document	BFA Contract Summary		Yes
Supporting Document	BFA IRA Disclosure		Yes
Supporting Document	Annual Statement Non-Qualified		Yes
Supporting Document	Annual Statement Qualified		Yes
Form	Flexible Premium Deferred Annuity Contract		Yes
Form	Flexible Premium Deferred Annuity Application		Yes
Form	Annuity Unisex Endorsement		Yes

SERFF Tracking Number: MUTM-126896692 State: Arkansas

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Company Tracking Number: PHILIP BOLL

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium
Variable

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Form Schedule

Lead Form Number: D162LNA10P

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	D162LNA10P	Policy/Cont Flexible Premium ract/Fratern Deferred Annuity al Contract Certificate	Initial		0.000	Contract - D162LNA10P .pdf
	D163LNS10A	Application/ Flexible Premium Enrollment Deferred Annuity Form Application	Initial		0.000	Application - D163LNS10A .pdf
	D168LNA10E	Policy/Cont Annuity Unisex ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	Unisex Endorsement - D168LNA10E .pdf

UNITED OF OMAHA LIFE INSURANCE COMPANY

A MUTUAL of OMAHA COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175, 402-342-7600



a stock company

FLEXIBLE PURCHASE PAYMENT DEFERRED ANNUITY CONTRACT

United of Omaha Life Insurance Company will hereafter also be referred to as "we," "our," or "us." The owner will hereafter also be referred to as "you" or "your."

United of Omaha Life Insurance Company will pay you or your designated *payee*, if you are living, the annuity payments of this contract beginning on the *annuity starting date*. If you die before the *annuity starting date* and while this contract is in force, we will pay the *death benefit* according to the contract provisions.

RIGHT TO RETURN THIS CONTRACT

If you are not satisfied with your contract, return it within 30 days after you receive it. It may be returned by delivering or mailing it to our *home office* or to any of our agency offices. If you return this contract within the specified time, we will promptly refund the *purchase payments* you paid and cancel your contract as of the issue date.

READ YOUR CONTRACT CAREFULLY.

This contract is a legal agreement between you and us.

This contract is nonparticipating, and therefore, it will not pay dividends.

For customer service or questions about coverage, please call [1-800-123-4567].

Chairman of the Board and
Chief Executive Officer

Corporate Secretary

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CONTRACT DATA

Contract Number:	[12345]
Contract Owner(s):	[JOHN J. DOE]
Annuitant(s):	[JOHN J. DOE]
Annuitant's Age:	[55]
Annuitant's Sex:	[MALE]
Annuity Type:	[NON-QUALIFIED]
Beneficiary:	See application or endorsement
Issue Date:	[JANUARY 1, 2011]
Annuity Starting Date:	[JANUARY 1, 2051]
Initial Purchase Payment:	[\$5,000.00]
Planned Purchase Payments:	[\$1,200.00] [ANNUALLY]
Contract Forms:	D162LNA10P

INTEREST RATES

Guaranteed Minimum Interest Rate: [1.0%]

Guaranteed First Year Interest Rate for the Initial Purchase Payment: [4.0%]

The *guaranteed first year interest rate for the initial purchase payment* shown above equals the current interest rate in effect on the date received plus [1.0%] and will be credited to the *initial purchase payment* for the first *contract year*. We will credit interest on each additional *purchase payment* received in the first *contract year* at the current interest rate in effect on the date received plus [1.0%] for the first twelve months.

The credited interest rate during the first eight *contract years* will not be less than [2.0%].

ADDITIONAL PURCHASE PAYMENTS

In each *contract year*, each additional *purchase payment* must be a minimum of [\$100] and the sum of additional *purchase payments* must be a minimum of [\$1,200].

In any *contract year* after the first *contract year*, the sum of the additional *purchase payments* may not exceed the greater of [200%] of the sum of all *purchase payments* paid in the first *contract year* or [\$10,000].

The sum of all *purchase payments* may not exceed [\$1,000,000] without *home office* approval.

WITHDRAWAL CHARGE PERCENTAGES

Contract Year	Percentage of Amount Withdrawn
1	8%
2	8%
3	7%
4	6%
5	5%
6	4%
7	3%
8	2%
9 and later	0%

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DEFINITIONS

Italicized terms used in this contract are used with the meanings assigned to them in this section.

Accumulation value means, as of any date, the value calculated as described in the ACCUMULATION VALUE section of this contract.

Age means the age last birthday of the *annuitant(s)*.

Annuitant means the person(s) named as the "Annuitant(s)" in the CONTRACT DATA section of the data pages and whose life or lives determine the annuity payments.

Annuity value means the value as described in the **Annuity Value** provision of this contract.

Annuity starting date means the date shown as the "Annuity Starting Date" in the CONTRACT DATA section of the data pages.

Beneficiary means the person(s) or legal entity(ies) described in the **Beneficiary** provision of this contract to receive the annuity payments or the *death benefit* under the circumstances set forth in this contract.

Code means the Internal Revenue Code of 1986, as amended.

Contract year means each yearly period commencing on the issue date and each anniversary of the issue date thereafter while this contract is in effect.

Death benefit means the benefit paid as described in the **Death Benefit** provision of this contract.

Executive officer means the chief executive officer, the president, any vice-president, the corporate secretary or assistant corporate secretary of United of Omaha Life Insurance Company.

Guaranteed first year interest rate for the initial purchase payment means the interest rate shown as the "Guaranteed First Year Interest Rate for the Initial Purchase Payment" in the INTEREST RATES section of the data pages.

Guaranteed minimum interest rate means the interest rate shown as the "Guaranteed Minimum Interest Rate" in the INTEREST RATES section of the data pages.

Home office means, at the time of the delivery of this contract, our offices located at the address shown on the cover page of this contract. Upon any relocation of our home office, home office will mean the offices located at such changed address.

Minimum distribution amount means an amount, as described under the *Code*, to be distributed from a *qualified plan*.

Payee means the person(s) or entity(ies) described in the **Payee** provision of this contract to receive the annuity payments under the circumstances set forth in this contract.

Purchase payment means an amount paid to us in accordance with the provisions of this contract.

Qualified plan means a tax-qualified retirement plan under the *Code*, including Sections 219, 401(a), 403(b) or 408, that qualifies for special federal income tax treatment.

Surrender value means, as of any date, the value calculated as described in the SURRENDER VALUE section of this contract.

Withdrawal charge means, as of any date, the charge applied to a withdrawal as described in the **Withdrawal Charges** provision of this contract or the charge applied to a surrender, as described in the **Surrender Value** provision of this contract.

Withdrawal charge percentage means the percentage associated with a *contract year*, as shown in the WITHDRAWAL CHARGE PERCENTAGES section of the data pages.

Written request means a request, in writing, signed, dated, and submitted to our *home office*. The request must be on a form we supply or be in a form and content acceptable to us.

CONSIDERATION

The consideration for this contract is the application and the initial *purchase payment*.

PURCHASE PAYMENTS

Prior to the *annuity starting date*, you may make additional *purchase payments* to us or to an authorized agent. You are not required to send additional *purchase payments*. You may vary the amount and frequency of additional *purchase payments*, subject to the limitations described in the ADDITIONAL PURCHASE PAYMENTS section of the data pages. We will credit interest to additional *purchase payments* as described in the INTEREST RATES section of the data pages and the **Credited Interest** provision of this contract.

CONTRACT VALUES

ACCUMULATION VALUE

The *accumulation value*, as of the date of calculation, equals:

- (a) the sum of all *purchase payments* minus any applicable premium tax; plus
- (b) credited interest as described in the INTEREST RATES section of the data pages and the **Credited Interest** provision of this contract; minus
- (c) any previous withdrawals including any associated *withdrawal charges*.

Interest will cease to be credited on any withdrawal amount as of the date of the withdrawal.

CREDITED INTEREST

We will determine the current interest rates credited to *purchase payments* under this contract. We may vary the current interest rates according to our expectations of future investment earnings, persistency, mortality and expense experience, taxes and any other factors which we may determine to take into account in the future. In no event will any interest rate be less than the *guaranteed minimum interest rate*.

The interest rate initially credited to a *purchase payment* will depend on the date we receive the *purchase payment* and will be effective for the first 12 months starting from the date received. After the initial 12 months, we may vary the interest rate credited to a *purchase payment*. We will not change the interest rate credited to a *purchase payment* more than once each *contract year*. We will not credit interest to an amount after it has been applied to a payment option.

DEATH BENEFIT

The *death benefit* equals:

- (a) the *accumulation value* on the date of your death; minus
- (b) any applicable premium tax.

The *death benefit* will be made available to the *beneficiary* upon our receipt of due proof of death.

SURRENDER VALUE

To surrender your contract and receive the *surrender value*, you must send a *written request* and return this contract to us.

The *surrender value* equals:

- (a) the amount of the *accumulation value*, as of the date of surrender, not available under the **10% Withdrawal Amount** provision; multiplied by
- (b) 1 minus the applicable *withdrawal charge percentage*; plus
- (c) the amount of the *accumulation value*, as of the date of surrender, available under the **10% Withdrawal Amount** provision; minus
- (d) any applicable premium tax.

The *withdrawal charge* on any surrender is the amount in (a) above minus the amount calculated as a result of (b) above.

ANNUITIZATION VALUE

During the first two *contract years*, the *annuitization value* is equal to the *surrender value*. After the first two *contract years*, the *annuitization value* is equal to:

- (a) the *accumulation value*; minus
- (b) any applicable premium tax.

CONTRACT WITHDRAWALS

Taking a withdrawal from this contract may have tax consequences. You should consult a tax advisor before requesting any withdrawal.

WITHDRAWALS

Upon *written request*, you may withdraw a portion of the *accumulation value* prior to the *annuity starting date*.

Withdrawals will be limited such that:

- (a) the amount of each withdrawal must be at least \$100; and
- (b) the *accumulation value* remaining after each withdrawal is processed will not be less than \$5,000.

You may request a maximum of 13 withdrawals per *contract year*.

10% WITHDRAWAL AMOUNT

In each *contract year* during which a *withdrawal charge* applies, you may withdraw up to 10% of the *accumulation value* without a *withdrawal charge*. The 10% withdrawal amount will be calculated as of the date of the first withdrawal during the same *contract year*.

You are not required to withdraw the 10% withdrawal amount all at once during a *contract year*. If multiple withdrawals are made in the same *contract year*, each withdrawal will be calculated as follows:

- (a) the 10% withdrawal amount calculated as of the date of the first withdrawal of the *contract year*; minus
- (b) the amount of any previous withdrawals in the same *contract year*; plus
- (c) 10% of the interest earned on the *accumulation value* since the date of the last withdrawal under this provision in the same *contract year*.

WITHDRAWAL CHARGES

During a *contract year*, withdrawals and surrenders may be subject to a *withdrawal charge*. The *withdrawal charge percentages* for all *contract years* are shown in the WITHDRAWAL CHARGE PERCENTAGES section of the data pages.

If you request a withdrawal in excess of the amount available for withdrawal under the **10% Withdrawal Amount** provision, the withdrawal amount equals:

- (a) the amount you request to be withdrawn; multiplied by
- (b) 1 minus the applicable *withdrawal charge percentage*.

The *withdrawal charge* on any withdrawal is the amount in (a) above minus the amount calculated as a result of (b) above.

A *withdrawal charge* will not apply:

- (a) to any amounts withdrawn under the **10% Withdrawal Amount** provision;
- (b) to payment of the *death benefit*;
- (c) after the first two *contract years*, to any portion of the *accumulation value* applied to a payment option as described in the **General Information** provision of the ANNUITY PAYMENTS section; or
- (d) to a *qualified plan* required *minimum distribution amount* which is based solely on the *accumulation value* of this contract.

OWNER, BENEFICIARY, AND ASSIGNMENT

OWNER

As the owner, you have all rights of ownership in this contract. Your rights of ownership end at your death. These rights include the right to:

- (a) name a new owner;
- (b) name and change the *beneficiary*;
- (c) receive payments; and
- (d) name and change the *payee*.

If this contract is jointly owned, these rights must be exercised jointly.

CHANGE OF OWNERSHIP

You may name a new person or legal entity to become the owner of this contract by *written request*. Unless you specify otherwise in the *written request*, the ownership change will be effective on the date you sign the *written request*. Your *written request* will not be binding on us until we record it at our *home office*. We will have no responsibility or liability for any payments made or actions taken between the date the *written request* was signed and the date we record it at our *home office*.

ASSIGNMENT

You may assign this contract or any interest in this contract to another person or legal entity by *written request*. Unless you specify otherwise in the *written request*, the assignment will be effective on the date you sign the *written request*. Your *written request* will not be binding on us until we record it at our *home office*. We will have no responsibility or liability for any payments made or actions taken between the date the *written request* was signed and the date we record it at our *home office*. If the *beneficiary* designation in effect is irrevocable, the *beneficiary* must also sign the *written request*.

BENEFICIARY

You have named the *beneficiary* in the application. The *beneficiary* may be one or more persons or legal entities. If the *beneficiary* is more than one person or legal entity, they will share the benefit equally or as you may otherwise specify in the application or by *written request*. If you name a contingent *beneficiary*, that person becomes the *beneficiary* if the *beneficiary* dies before you. If there is no named *beneficiary* living when you die, your estate will become the *beneficiary*.

You may change the *beneficiary* by *written request*. Unless you specify otherwise in the *written request*, it will be effective on the date you sign the *written request*. Your *written request* will not be binding on us until we record it at our *home office*. Any rights created by a change of *beneficiary* will be subject to any payments made or actions taken between the date the *written request* was signed and the date we record it at our *home office*. If the *beneficiary* designation in effect is irrevocable, the *beneficiary* must also sign the *written request*.

DEATH OF OWNER BEFORE THE ANNUITY STARTING DATE

If you die before the *annuity starting date* and you are not also the *annuitant*, we will pay the surviving owner the *death benefit*. If there is no surviving owner, we will pay the *beneficiary* the *death benefit*. Upon such payment, this contract will terminate.

If this contract is jointly owned, this provision applies at the death of the first owner to die.

If the sole surviving owner or sole *beneficiary* is the deceased owner's surviving spouse, the spouse may, instead of receiving the *death benefit*, elect to become the new owner and to continue this contract. Such election must be made by *written request* no later than 90 days following the death of the owner. This provision allowing a spouse to continue this contract may only be used once.

When the *death benefit* is paid, it must generally be paid within five years after the date of death. This five-year rule does not apply to any part of the *death benefit* which:

- (a) is payable to or for the benefit of a named *beneficiary*; and
- (b) will be paid over the lifetime or life expectancy of that named individual *beneficiary*.

A settlement option which provides payments over the lifetime or life expectancy of the *beneficiary* must begin payments within one year of the death of the owner.

In the event any owner is not a natural person and an *annuitant* dies before the *annuity starting date*, such *annuitant* will be treated as the owner for purposes of this provision.

DEATH OF OWNER ON OR AFTER THE ANNUITY STARTING DATE

If you die on or after the *annuity starting date*, we will pay any remaining amounts due under a guaranteed period payment option or guaranteed amount payment option to the surviving joint owner. If there is no surviving joint owner, payments will be made to the *beneficiary*.

DEATH OF ANNUITANT

If the *annuitant* is an owner, the death of the *annuitant* will be treated like the death of an owner.

If the *annuitant* is not an owner and dies before the *annuity starting date*, you may name a new *annuitant*. If no other *annuitant* is named, you will become the *annuitant*.

If the *annuitant* is not an owner and dies on or after the *annuity starting date*, we will pay any remaining amounts due under a guaranteed period payment option or guaranteed amount payment option to the *beneficiary*.

PAYEE

You have named the *payee* in the application. The *payee* may be one or more persons or legal entities. If the *payee* is more than one person or legal entity, they will share the benefits equally or as you may otherwise specify in the application or by *written request*.

You may change the *payee* by *written request*. Unless you specify otherwise in the *written request*, it will be effective on the date you sign the *written request*. Your *written request* will not be binding on us until we record it at our *home office*. Any rights created by a change of *payee* will be subject to any payments made or actions taken between the date the *written request* was signed and the date we record it at our *home office*.

GENERAL PROVISIONS

THE ENTIRE CONTRACT

This entire contract is an agreement between you and us. The entire contract is:

- (a) this contract;
- (b) the attached signed application;
- (c) any riders; and
- (d) any endorsements or amendments.

All statements made in the application will, in the absence of fraud, be considered representations and not warranties. We will not use any statement in defense of a claim or to contest this contract unless it is in a written application.

Any change made to this contract requires an *executive officer's* written consent. An agent does not have authority to change this contract or waive any of its terms.

We may amend this contract in order to qualify it as a tax-deferred annuity under the *Code*. Any amendment may be effective as of this contract's issue date.

ANNUAL REPORT

Once a year, we will send you a written report showing the current value of your contract. There will be no charge for this report.

The report will contain the following information:

- (a) the beginning and end dates of the current report period;
- (b) the *accumulation value* at the beginning of the current report period and at the end of the current report period;
- (c) the amounts that have been credited to and debited from the *accumulation value* during the current report period including additional *purchase payments*, interest credited, and withdrawals; and
- (d) the *surrender value*, including any applicable *withdrawal charge*, at the end of the current report period.

At any time, you may request that we send you an additional report showing the current value of your contract. There will be no charge for additional reports.

BASIS FOR INTEREST CALCULATIONS

All calculations of interest made under this contract will be made on the basis of actual days elapsed for a 365-day year with interest compounding daily.

COMPUTATIONS

We have filed a statement showing the method used to compute the contract values and benefits with the insurance department in states that require such filing. The *accumulation value*, *surrender value*, *death benefit*, and paid-up annuity benefit that may be available under this contract are not less than the minimum benefits required by the state in which this contract was delivered.

INCONTESTABILITY

We will not contest this contract after it has been in force for two years from the issue date.

MISSTATEMENT OF AGE OR SEX

If the *age* of the *annuitant(s)* has been misstated, we will adjust the latest allowable *annuity starting date* based on the correct *age*. If the *age* or sex of the *annuitant(s)* has been misstated, we will adjust the periodic payments to reflect that which would have been purchased at the correct *age* or sex. Any adjustment to periodic payments will apply only to payments made after the effective date of the adjustment. Any amount deducted or added to the periodic payment amount will include interest on that amount at an annual rate of 6%.

NONPARTICIPATING

This contract will not pay dividends nor share in any of our surplus or earnings.

TAXES

Some states impose an annuity premium tax. If a premium tax is charged or due, we reserve the right to deduct this amount from:

- (a) the initial *purchase payment*;
- (b) any additional *purchase payments*;
- (c) the *death benefit*;
- (d) the *surrender value*;
- (e) the *annuitization value*;
- (f) any other amount paid out of this contract; or
- (g) any other amount applied to a payment option.

TIMING OF PAYMENTS

We may defer payments of any withdrawal or surrender for up to six months after we receive your *written request* for the payment.

ANNUITY PAYMENTS

THE START OF ANNUITY PAYMENTS

The *annuity starting date* begins the payment phase of this contract. The *annuity starting date* you selected on the application is shown on the data pages.

We will restrict the latest allowed *annuity starting date* to the later of:

- (a) the 10th contract anniversary date; or
- (b) for a single *annuitant*, the next contract anniversary date following the *annuitant's* 95th birthday or, for joint *annuitants*, the next contract anniversary date following the oldest *annuitant's* 95th birthday.

If you do not make a choice, the *annuity starting date* will be the latest date allowed.

On the *annuity starting date*, we will apply the *annuitization value* to the payment option you choose, as long as you and the *annuitant* are alive on that date.

You may change the *annuity starting date* by *written request*. Unless you specify otherwise in the *written request*, the change in the *annuity starting date* will be effective on the date you sign the *written request*. Your *written request* will not be binding on us until we record it at our *home office*. We will have no responsibility or liability for any payments made or actions taken between the date the *written request* was signed and the date we record it at our *home office*.

GENERAL INFORMATION

You may choose any of the payment options listed below. You may also choose how often you wish to receive payments. If the amount of each payment would be less than \$20, we will change the payment frequency so that each payment will be at least \$20. If the amount applied to a payment option is less than \$2,000, we will instead pay that amount as a lump sum. If no option is chosen, we will make payments as a lifetime annuity with a ten-year guaranteed period or with the longest period allowed under the *Code*.

You must elect a payment option by *written request*. Election is effective when we record it. An election does not affect any payment made or other action taken before we record the *written request*. After the *annuity starting date*, the payment option cannot be changed.

The *beneficiary* may apply all or part of the *death benefit* to a payment option, subject to the requirements of the **Death of Owner Before the Annuity Starting Date** and **Death of Owner On or After the Annuity Starting Date** provisions. The *beneficiary* then becomes the *annuitant*. The *death benefit* may also be held on deposit at interest. While we hold the *death benefit* on deposit, we will pay interest to the *payee* or add interest to the *death benefit*. If the *death benefit* is held on deposit, the guaranteed minimum interest rate is 1%.

The *payee* must receive payment on his or her own behalf. At our discretion, we may agree to another arrangement.

If you surrender this contract or request a withdrawal after the first two *contract years*, you may apply a portion of the *accumulation value* to a payment option. The portion of the *accumulation value* applied to a payment option will not be subject to a *withdrawal charge*. The portion applied to a payment option must be at least \$2,000. If the amount of each payment would be less than \$20, we will change the payment frequency so that each payment will be at least \$20. The portion of the withdrawal or surrender not applied to a payment option may be subject to a *withdrawal charge* as described in the **Surrender Value** and **Withdrawal Charges** provisions.

PAYMENT OPTIONS

1. Lifetime Annuity

We will make payments for as long as the *annuitant* lives. The following guarantees are available:

- (a) Lifetime Annuity with a Guaranteed Period - The monthly income will be paid for a minimum of five years and as long thereafter as the *annuitant* lives; or
- (b) Lifetime Annuity with a Guaranteed Amount - The monthly income will be paid until the sum of all payments equals the amounts placed under this option and as long thereafter as the *annuitant* lives.

If a lifetime annuity option is chosen, we may verify the *annuitant's age* and that the *annuitant* is alive.

The guaranteed minimum interest rate for this option is 1.5%.

The lifetime annuity payment option is based on the Annuity 2000 Mortality Table projected for improvement using projection scale G.

2. Installments for a Guaranteed Period

We will pay installments for the number of years you choose. The monthly income amounts for each \$1,000 placed under this payment option are shown in the following table. These amounts include interest. We will provide the income amounts for payments other than monthly or amounts for other guaranteed periods upon request.

Years Chosen	Monthly Income Per \$1000
5	\$17.08
10	8.75
15	5.98
20	4.59

You must select a guaranteed period of five years or more.

The guaranteed minimum interest rate for this option is 1%.

3. Joint and Survivor Annuity

We will make payments for as long as either joint *annuitant* lives. When the first *annuitant* dies, we will continue making payments based on the surviving *annuitant's* life.

The guaranteed minimum interest rate for this option is 1.5%.

4. Other Options

Other options may be available with our agreement.

LIFETIME MONTHLY INCOME TABLES

MONTHLY INCOME FOR EACH \$1,000

The Lifetime Monthly Income Tables are based on the Annuity 2000 Mortality Table projected for improvement using projection scale G and an interest rate of 1.5%.

LIFETIME ANNUITY WITH 10 YEAR GUARANTEED PERIOD											
Age Last Birthday of Annuitant	Male	Female	Age Last Birthday of Annuitant	Male	Female	Age Last Birthday of Annuitant	Male	Female	Age Last Birthday of Annuitant	Male	Female
7 and under	1.72	1.70	27	2.04	1.98	47	2.72	2.58	67	4.46	4.12
8	1.74	1.71	28	2.06	2.00	48	2.77	2.62	68	4.60	4.25
9	1.75	1.72	29	2.09	2.02	49	2.82	2.67	69	4.75	4.39
10	1.76	1.73	30	2.11	2.05	50	2.88	2.72	70	4.91	4.54
11	1.77	1.74	31	2.13	2.07	51	2.94	2.77	71	5.07	4.70
12	1.79	1.76	32	2.16	2.09	52	3.00	2.83	72	5.24	4.86
13	1.80	1.77	33	2.19	2.12	53	3.07	2.89	73	5.41	5.04
14	1.81	1.78	34	2.22	2.14	54	3.14	2.95	74	5.59	5.22
15	1.83	1.79	35	2.24	2.17	55	3.21	3.01	75	5.77	5.41
16	1.84	1.81	36	2.28	2.19	56	3.29	3.08	76	5.96	5.61
17	1.86	1.82	37	2.31	2.22	57	3.37	3.15	77	6.15	5.81
18	1.87	1.83	38	2.34	2.25	58	3.45	3.22	78	6.35	6.02
19	1.89	1.85	39	2.38	2.28	59	3.54	3.30	79	6.54	6.24
20	1.91	1.86	40	2.41	2.31	60	3.63	3.39	80	6.74	6.45
21	1.92	1.88	41	2.45	2.35	61	3.73	3.47	81	6.93	6.67
22	1.94	1.90	42	2.49	2.38	62	3.84	3.57	82	7.12	6.89
23	1.96	1.91	43	2.53	2.42	63	3.95	3.67	83	7.31	7.10
24	1.98	1.93	44	2.58	2.45	64	4.07	3.77	84	7.49	7.31
25	2.00	1.95	45	2.62	2.49	65	4.19	3.88	85 and over	7.67	7.51
26	2.02	1.97	46	2.67	2.54	66	4.32	4.00			

LIFETIME ANNUITY ONLY											
Age Last Birthday of Annuitant	Male	Female	Age Last Birthday of Annuitant	Male	Female	Age Last Birthday of Annuitant	Male	Female	Age Last Birthday of Annuitant	Male	Female
7 and under	1.72	1.70	27	2.04	1.99	47	2.73	2.58	67	4.61	4.20
8	1.74	1.71	28	2.06	2.01	48	2.78	2.63	68	4.78	4.34
9	1.75	1.72	29	2.09	2.03	49	2.84	2.68	69	4.96	4.50
10	1.76	1.73	30	2.11	2.05	50	2.89	2.73	70	5.16	4.67
11	1.77	1.74	31	2.14	2.07	51	2.96	2.78	71	5.37	4.85
12	1.79	1.76	32	2.16	2.09	52	3.02	2.84	72	5.59	5.05
13	1.80	1.77	33	2.19	2.12	53	3.09	2.90	73	5.83	5.26
14	1.82	1.78	34	2.22	2.14	54	3.16	2.96	74	6.08	5.49
15	1.83	1.79	35	2.25	2.17	55	3.23	3.02	75	6.35	5.74
16	1.84	1.81	36	2.28	2.19	56	3.31	3.09	76	6.64	6.01
17	1.86	1.82	37	2.31	2.22	57	3.40	3.17	77	6.95	6.30
18	1.88	1.84	38	2.34	2.25	58	3.49	3.24	78	7.29	6.62
19	1.89	1.85	39	2.38	2.28	59	3.58	3.32	79	7.65	6.96
20	1.91	1.86	40	2.42	2.31	60	3.68	3.41	80	8.04	7.33
21	1.93	1.88	41	2.45	2.35	61	3.79	3.50	81	8.45	7.73
22	1.94	1.90	42	2.50	2.38	62	3.91	3.60	82	8.90	8.17
23	1.96	1.91	43	2.54	2.42	63	4.03	3.71	83	9.38	8.65
24	1.98	1.93	44	2.58	2.46	64	4.16	3.82	84	9.90	9.17
25	2.00	1.95	45	2.63	2.50	65	4.30	3.94	85 and over	10.45	9.74
26	2.02	1.97	46	2.68	2.54	66	4.45	4.06			

**FLEXIBLE PURCHASE PAYMENT
DEFERRED ANNUITY CONTRACT**

**THIS CONTRACT IS NONPARTICIPATING, AND
THEREFORE, IT WILL NOT PAY DIVIDENDS.**

UNITED OF OMAHA LIFE INSURANCE COMPANY

A MUTUAL of OMAHA COMPANY

[Mutual of Omaha Plaza, Omaha, NE 68175]

[Mail To: United of Omaha
Attn: Individual Annuity Services,
9330 State Hwy 133, Blair, NE 68008]

**Type of Annuity:**☐ **Non-Qualified**☐ 1035 Exchange]☐ **Qualified**☐ IRA]☐ SEP]☐ Contribution]

[\$Amount _____]

[Tax Year _____]

[\$Amount _____]

[Tax Year _____]

☐ Transfer/Rollover]**Purchase Payment(s):****Purchase Payment with Application \$ _____**

(Make checks payable to United of Omaha Life Insurance Company.
Do not make checks payable to the producer or leave the payee blank.)

☐ **Single Purchase Payment]**☐ **Subsequent Planned Purchase Payments \$ _____]**☐ Monthly Bank Service Plan]☐ Quarterly]☐ Semiannual]☐ Annual]☐ Payroll Deduction]☐ Monthly]☐ Quarterly]☐ Semiannual]☐ Annual]

Annuity Starting Date: ____ / ____ / _____. If an annuity starting date is not selected, your annuity starting date will be the contract anniversary date following the annuitant's 95th birthday or the 10th contract anniversary date, if later.

Payee: ☐ Owner ☐ Annuitant

If there is more than one owner and/or annuitant on this application, all information provided may be viewed by or shared with the other owner and/or annuitant.

1 Owner [(if owner is a Trust, complete Trust Certification form)]

Name _____

Legal Residence Address _____

City _____ State _____ ZIP _____

Social Security or Tax I.D. Number _____

Telephone () _____

E-mail Address _____

Age _____ Date of Birth _____

☐ Male ☐ Female ☐ Trust [(complete Trust Certification)]Are you a citizen of the United States? ☐ Yes ☐ No

If "No," please provide:

Permanent Resident Card Number _____

Visa (specify type) _____

2 Joint Owner (if applicable)

Name _____

Legal Residence Address _____

City _____ State _____ ZIP _____

Social Security Number _____ - _____ - _____

Telephone () _____

E-mail Address _____

Age _____ Date of Birth _____

☐ Male ☐ Female Relationship to Owner _____Are you a citizen of the United States? ☐ Yes ☐ No

If "No," please provide:

Permanent Resident Card Number _____

Visa (specify type) _____

3 Annuitant (if different than Owner) (must be an individual)

Name _____

Legal Residence Address _____

City _____ State _____ ZIP _____

Social Security Number _____ - _____ - _____

Telephone () _____

E-mail Address _____

Age _____ Date of Birth _____

☐ Male ☐ Female Relationship to Owner _____Are you a citizen of the United States? ☐ Yes ☐ No

If "No," please provide:

Permanent Resident Card Number _____

Visa (specify type) _____

4 Joint Annuitant (if applicable) (must be an individual)

Name _____

Legal Residence Address _____

City _____ State _____ ZIP _____

Social Security Number _____ - _____ - _____

Telephone () _____

E-mail Address _____

Age _____ Date of Birth _____

☐ Male ☐ Female Relationship to Owner _____Are you a citizen of the United States? ☐ Yes ☐ No

If "No," please provide:

Permanent Resident Card Number _____

Visa (specify type) _____

5 Beneficiaries

Primary Beneficiary(ies) _____ Contingent Beneficiary(ies) _____

Relationship to Owner _____ Relationship to Owner _____

6 Replacement

(a) Do you have one or more individual life insurance policies and/or annuity contracts in force (including any that have been assigned or sold), pending, or terminated in the last 13 months? This includes any life insurance policy(ies) and/or annuity contract(s) under a binding or conditional receipt, or any life insurance policy(ies) and/or annuity contract(s) within an unconditional refund period. ☐ Yes ☐ No (If answered "Yes" complete (b))

(b) Have you had or do you intend to have any life insurance policy(ies) and/or annuity contract(s) replaced, converted, reduced, reissued, subjected to borrowing, or otherwise discontinued because of this application? ☐ Yes ☐ No
If "Yes," give name of Company(ies) and Policy/Contract Number(s):

Company _____ Policy/Contract Number _____

Company _____ Policy/Contract Number _____

Company _____ Policy/Contract Number _____

If you answered "Yes" to (a) or (b), certain state laws require that a replacement notice and other information be given to you.

7 Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

8 Agreement

I, the undersigned, understand and agree that:

1. All statements and answers in this application are true and complete.
2. All statements and answers are the basis for any annuity contract issued by United of Omaha Life Insurance Company and no other statements and answers will be considered to have been given to United of Omaha Life Insurance Company unless they are contained in this application.
3. No producer or representative is authorized to waive or change any of the conditions or provisions in the application or contract.
4. The annuity contract applied for will not take effect until it is issued by United of Omaha Life Insurance Company and all the following requirements are met: (a) the contract is delivered to and accepted by the owner(s); (b) United of Omaha Life Insurance Company receives the total purchase payment; and (c) the annuitant and owner(s) must be living on the Issue Date as shown in the Data Pages.

I, the undersigned, certify that I have read the application and all statements and answers. This application will attach to and be made a part the annuity contract.

Owner/Trustee's Signature X _____ Date _____ Signed at _____
City _____ State _____

Joint Owner's Signature X _____ Date _____ Signed at _____
(If applicable) City _____ State _____

Annuitant's Signature X _____ Date _____
(If different than Owner)

Joint Annuitant's Signature X _____ Date _____
(If applicable)

9 Producer Information

1. Does the owner(s) have any existing individual life insurance and/or annuity contracts? ☐ Yes ☐ No
2. Do you have any reason to believe the contract applied for has replaced or will modify any existing individual life insurance policy and/or annuity contract? ☐ Yes ☐ No

If the answer to 1 or 2 above is "Yes," I represent that I have fulfilled any state requirements, including completing any state required replacement forms.

3. I certify that each question was asked exactly as written and I recorded the answers provided by owner(s)/annuitant(s) completely and accurately in the presence of the owner(s)/annuitant(s)? ☐ Yes ☐ No

If "No," explain: _____

Producer Signature X _____ Producer Production Number _____

Producer Name (Please Print) _____

Agency Name _____ Phone Number _____

Agency Address _____ City _____ State _____ ZIP _____

D163LNS10A

UNITED OF OMAHA LIFE INSURANCE COMPANY

UNISEX ENDORSEMENT

This endorsement is part of the contract to which it is attached. It is subject to all of the contract provisions that are not inconsistent with the provisions of this endorsement. It is effective as of the contract's issue date.

The Misstatement of Age or Sex provision is hereby deleted and replaced with the following:

MISSTATEMENT OF AGE

If the *age* of the *annuitant(s)* has been misstated, we will adjust the latest allowable *annuity starting date* based on the correct *age*. We will also adjust the periodic payments to reflect that which would have been purchased at the correct *age*. Any adjustment to periodic payments will apply only to payments made after the effective date of the adjustment. Any amount deducted or added to the periodic payment amount will include interest on that amount at an annual rate of 6%.

The LIFETIME ANNUITY WITH 10 YEAR GUARANTEED PERIOD table is hereby deleted and replaced with the following table:

LIFETIME ANNUITY WITH 10 YEAR GUARANTEED PERIOD							
Age Last Birthday of Annuitant	Payout	Age Last Birthday of Annuitant	Payout	Age Last Birthday of Annuitant	Payout	Age Last Birthday of Annuitant	Payout
7 and under	1.70	27	1.98	47	2.58	67	4.12
8	1.71	28	2.00	48	2.62	68	4.25
9	1.72	29	2.02	49	2.67	69	4.39
10	1.73	30	2.05	50	2.72	70	4.54
11	1.74	31	2.07	51	2.77	71	4.70
12	1.76	32	2.09	52	2.83	72	4.86
13	1.77	33	2.12	53	2.89	73	5.04
14	1.78	34	2.14	54	2.95	74	5.22
15	1.79	35	2.17	55	3.01	75	5.41
16	1.81	36	2.19	56	3.08	76	5.61
17	1.82	37	2.22	57	3.15	77	5.81
18	1.83	38	2.25	58	3.22	78	6.02
19	1.85	39	2.28	59	3.30	79	6.24
20	1.86	40	2.31	60	3.39	80	6.45
21	1.88	41	2.35	61	3.47	81	6.67
22	1.90	42	2.38	62	3.57	82	6.89
23	1.91	43	2.42	63	3.67	83	7.10
24	1.93	44	2.45	64	3.77	84	7.31
25	1.95	45	2.49	65	3.88	85 and over	7.51
26	1.97	46	2.54	66	4.00		

The LIFETIME ANNUITY ONLY table is hereby deleted and replaced with the following table:

LIFETIME ANNUITY ONLY							
Age Last Birthday of Annuitant	Payout	Age Last Birthday of Annuitant	Payout	Age Last Birthday of Annuitant	Payout	Age Last Birthday of Annuitant	Payout
7 and under	1.70	27	1.99	47	2.58	67	4.20
8	1.71	28	2.01	48	2.63	68	4.34
9	1.72	29	2.03	49	2.68	69	4.50
10	1.73	30	2.05	50	2.73	70	4.67
11	1.74	31	2.07	51	2.78	71	4.85
12	1.76	32	2.09	52	2.84	72	5.05
13	1.77	33	2.12	53	2.90	73	5.26
14	1.78	34	2.14	54	2.96	74	5.49
15	1.79	35	2.17	55	3.02	75	5.74
16	1.81	36	2.19	56	3.09	76	6.01
17	1.82	37	2.22	57	3.17	77	6.30
18	1.84	38	2.25	58	3.24	78	6.62
19	1.85	39	2.28	59	3.32	79	6.96
20	1.86	40	2.31	60	3.41	80	7.33
21	1.88	41	2.35	61	3.50	81	7.73
22	1.90	42	2.38	62	3.60	82	8.17
23	1.91	43	2.42	63	3.71	83	8.65
24	1.93	44	2.46	64	3.82	84	9.17
25	1.95	45	2.50	65	3.94	85 and over	9.74
26	1.97	46	2.54	66	4.06		

United of Omaha Life Insurance Company



Corporate Secretary

SERFF Tracking Number: MUTM-126896692 State: Arkansas
Filing Company: United of Omaha Life Insurance Company State Tracking Number: 47321
Company Tracking Number: PHILIP BOLL
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium
Variable
Product Name: Flexible Premium Deferred Annuity BFA - D162LNA10P
Project Name/Number: Flexible Premium Deferred Annuity BFA /D162LNA10P

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: AR Read Cert.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application Comments: See Form Schedule tab for this application.		

	Item Status:	Status Date:
Satisfied - Item: AR Rule 19 Cert Comments: Attachment: AR Rule 19 Certification.pdf		

	Item Status:	Status Date:
Satisfied - Item: AR Credit Card Cert Comments: Attachment: AR Credit Card Cert.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability - D162LNA10P		

SERFF Tracking Number: MUTM-126896692 State: Arkansas
Filing Company: United of Omaha Life Insurance Company State Tracking Number: 47321
Company Tracking Number: PHILIP BOLL
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium
Variable
Product Name: Flexible Premium Deferred Annuity BFA - D162LNA10P
Project Name/Number: Flexible Premium Deferred Annuity BFA /D162LNA10P

Comments:

Attachment:

Statement of Variability - D162LNA10P.pdf

Item Status:

Status

Date:

Satisfied - Item: Statement of Variability -
D163LNS10A

Comments:

Attachment:

Statement of Variability - D163LNS10A.pdf

Item Status:

Status

Date:

Satisfied - Item: BFA Contract Summary

Comments:

Attachment:

BFA Contract Summary.pdf

Item Status:

Status

Date:

Satisfied - Item: BFA IRA Disclosure

Comments:

Attachment:

BFA IRA Disclosure.pdf

Item Status:

Status

Date:

Satisfied - Item: Annual Statement Non-Qualified

Comments:

Attachment:

Annual Statement Non-qualified.pdf

Item Status: Status
Date:

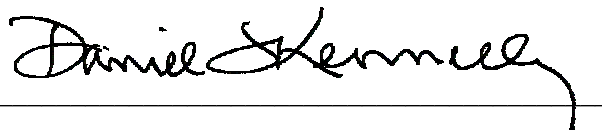
CERTIFICATION

This is to certify that the attached form(s) has/have achieved the following Flesch Reading Ease Score(s) and complies/comply with the requirements of Ark. Stat. §§66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

<u>Form</u>	<u>Description</u>	<u>Score</u>
D162LNA10P	Flexible Premium Deferred Annuity Contract	50.8*
D163LNS10A	Flexible Premium Deferred Annuity Application	50.8*
D168LNA10E	Annuity Unisex Endorsement	50.8*

*This score was achieved by removing language or terminology entitled to be excepted by your state's readability regulation.

Date: November 15, 2010



Daniel J. Kennelly
Vice President & Chief Compliance Officer

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: United of Omaha Life Insurance Company

Form Number(s): D162LNA10P
D163LNS10A
D168LNA10E

I hereby certify, to the best of my knowledge and belief, that the filing above meets the requirements of
Arkansas Rule and Regulation 19, Unfair Sex Discrimination In The Sale of Insurance.



Signature of Company Officer

Daniel J. Kennelly

Name

Vice President & Chief Compliance Officer

Title

November 15, 2010

Date

Arkansas Insurance Department

Mike Huckabee
Governor



Julie Benafield Bowman
Commissioner

Please read and acknowledge your understanding and assurance of complying with the following requirements:

1. If a sponsor or endorser is involved such as a bank, school, retail store, etc., it must be ascertained whether that sponsor is to receive any form of compensation for the use of the card. If so, this must be disclosed to the insured. If there is compensation, the sponsor would need to be licensed to sell insurance.
2. The company must certify that failure to pay the credit card bill will not affect the premium payment.
3. If the credit card company does not pay the premium for any reason, the insurance company must notify the insured of this and allow a thirty day Grace Period for the insured to pay the premium.

Daniel Kennedy
SIGNATURE

November 15, 2010
DATE

United of Omaha Life Insurance Company
COMPANY

CC-1

**STATEMENT OF VARIABLE MATERIAL
Flexible Purchase Payment Deferred Annuity Contract
D162LNA10P**

<u>Section</u>	<u>Explanation</u>
Face Page	Company phone number and officer signatures are variable to indicate the company will update this information automatically, without resubmitting for filing review.
Data Pages	
CONTRACT DATA	<p>Contract Number, Contract Owner(s), Annuitant(s), Annuitant's Age, Annuitant's Sex, Beneficiary, and Issue Date are variable based on the owner(s) and annuitant(s) specific demographics.</p> <p>Annuity Type variable with either "Qualified" or "Non-Qualified" appearing in the field.</p> <p>Annuity Starting Date variable with the latest date allowed being the latest of the 10th contract anniversary and the contract anniversary following the oldest annuitant's 95th birthday.</p> <p>Initial Purchase Payment variable with a minimum of \$5,000 for contracts purchased as single premium contracts and \$100 for contract purchased with planned purchase payments.</p> <p>Planned Purchase Payments variable based on the owner(s) selection on the application. May be monthly, quarterly, yearly, or blank. For monthly, the minimum is \$100. For quarterly, the minimum is \$300. For yearly, the minimum is \$1,200.</p>
INTEREST RATES	<p>Guaranteed Minimum Interest Rate variable for new contracts based on the NAIC Annuity Nonforfeiture Model Regulation and on our expectations of future investment earnings, persistency, mortality and expense experience, taxes, and any other factor which we may determine to take into account in the future. Will not change once a contract is in force.</p> <p>Guaranteed First Year Interest Rate for the Initial Purchase Payment variable based on our expectations of future investment earnings, persistency, mortality and expense experience, taxes, and any other factor which we may determine to take into account in the future.</p>

UNITED *of* OMAHA LIFE INSURANCE COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175

a stock company

[1.0%] interest rate increase variable with a range from 0.25% to 2.50% and based on our expectations of future investment earnings, persistency, mortality and expense experience, taxes, and any other factor which we may determine to take into account in the future.

[1.5%] floor on the current interest rate variable based on our expectations of future investment earnings, persistency, mortality and expense experience, taxes, and any other factor which we may determine to take into account in the future. This rate will not be lower than the guaranteed minimum interest rate.

ADDITIONAL PURCHASE PAYMENTS [100] variable with a range from \$100 to \$500.

[1,200] variable with a range from \$1,200 to \$6,000

[200%] variable with a range from 100% to 500%.

[10,000] variable with a range from \$10,000 to \$25,000.

UNITED OF OMAHA LIFE INSURANCE COMPANY

A MUTUAL of OMAHA COMPANY



STATEMENT OF VARIABLE MATERIAL Flexible Purchase Deferred Annuity Application D163LNS10A

<u>Page</u>	<u>Section</u>	<u>Explanation</u>
1 ADDRESS/MAIL TO ADDRESS	Variable to accommodate a change in Home Office location or application mailing address
1 TYPE OF ANNUITY	<input type="checkbox"/> Non-Qualified , <input type="checkbox"/> 1035 Exchange, <input type="checkbox"/> Qualified , <input type="checkbox"/> IRA, <input type="checkbox"/> SEP, <input type="checkbox"/> Contribution, <input type="checkbox"/> \$Amount_____, <input type="checkbox"/> Tax Year_____, <input type="checkbox"/> \$Amount_____, <input type="checkbox"/> Tax Year_____, and <input type="checkbox"/> Transfer/Rollover Variables identified contain the type(s) of annuity offered.
1 PURCHASE PAYMENT(S)	<input type="checkbox"/> Single Purchase Payment , <input type="checkbox"/> Subsequent Planned Purchase Payments \$_____, <input type="checkbox"/> Monthly Bank Service Plan], <input type="checkbox"/> Quarterly], <input type="checkbox"/> Semiannual], <input type="checkbox"/> Annual], <input type="checkbox"/> Payroll Deduction], <input type="checkbox"/> Monthly], <input type="checkbox"/> Quarterly], <input type="checkbox"/> Semiannual], and <input type="checkbox"/> Annual] Variables identified contain the method of purchase payment(s) offered.
1 1 OWNER	[(if owner is a Trust, complete Trust Certification form)] May or may not print depending on marketing decision to move this note to a checklist in the future.

**STATEMENT OF BENEFIT INFORMATION (CONTRACT SUMMARY)
FOR A FLEXIBLE PURCHASE PAYMENT DEFERRED ANNUITY CONTRACT**

Prepared Especially For	Contract Owner(s):	[John J. Doe]
	Contract Number:	[12345]
	Initial Purchase Payment:	[\$5,000.00]
	Planned Purchase Payments	[\$1,200.00] [Annually]
	Contract Form Number:	[D162LNA10P]

Date Prepared	[April, 1 2011]
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Issued By	[United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175] Phone: [XXX-XXX-XXXX]
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Your Licensed Agent	[Agent's Name Agent -Address Line 1 Agent -Address Line 2 Agent -Address Line 3 Agent -Address Line 4] Phone: [XXX-XXX-XXXX]
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Please see the reverse side of this page for information about your benefits.

CONTRACT SUMMARY

The contract provides deferred annuity payments and a choice of payment options. Upon the death of an owner before the *annuity starting date* and while the contract is in force, a *death benefit* will be paid according to the contract's provisions.

The initial *purchase payment* is subject to a minimum of [\$100] for a contract purchased with planned *purchase payments* and [\$5,000] for a contract purchased as a single *purchase payment* contract.

Each additional *purchase payment* must be a minimum of [\$100]. In each *contract year*, the sum of additional *purchase payments* must be a minimum of [\$1,200].

In any *contract year* after the first *contract year*, the sum of the additional *purchase payments* may not exceed the greater of [200%] of the sum of all *purchase payments* paid in the first *contract year* or [\$10,000]. The sum of all *purchase payments* may not exceed [\$1,000,000] without our approval.

The interest rate initially credited to a *purchase payment* will depend on the date the *purchase payment* is received and will be effective for the first twelve months after the *purchase payment* is received. After the first twelve months, the interest rate credited to a *purchase payment* may vary. The interest rate credited to a *purchase payment* will not change more than once each *contract year*. During the first eight *contract years*, the credited interest rate will not be less than [2.0%]. In no event will any interest rate be less than the *guaranteed minimum interest rate*.

Withdrawals of more than 10% of the *accumulation value* prior to the *annuity starting date* may be subject to a *withdrawal charge*, as described in the contract. The *withdrawal charge percentages* are as follows:

Contract Year	Percentage of Amount Withdrawn
1	8%
2	8%
3	7%
4	6%
5	5%
6	4%
7	3%
8	2%
9 and later	0%

The yield on a guaranteed basis is [1.10%] after 10 years and [1.08%] at maturity. The yield rates represent the effective annual interest rates at which the accumulation of 100% of the initial and planned *purchase payments* would be equal to the *surrender value* at the point specified. Planned *purchase payments* are assumed to be paid in the amount and on the first day of the payment mode you selected. The values assume no withdrawals have been made.

The contract pays annuity payments beginning on the *annuity starting date*. The following table contains the guaranteed lifetime monthly income for each payment option per \$1,000.

	10 Year Guaranteed Period		Life Only	
Age	Male	Female	Male	Female
[70]	[4.91]	4.54	5.16	4.67]
95	[7.67]	7.51	10.45	9.74]

CONTRACT ILLUSTRATION

The values illustrated below are based on the guaranteed interest rates and the current interest rates. Planned *purchase payments* are assumed to be paid in the amount and on the first day of the payment mode you selected. The values assume no withdrawals have been made prior to the *annuity starting date*.

The *guaranteed first year interest rate for the initial purchase payment* includes an additional [1.0%] interest rate increase that is credited for the first *contract year* only.

End of Contract Year	Purchase Payments	Values Based on Guaranteed Interest Rates			Values Based on Current Interest Rates		
		Credited Interest Rate	Accumulation Value	Surrender Value	Credited Interest Rate	Accumulation Value	Surrender Value
[1	\$5,000.00	3.00%	\$5,150.00	\$4,779.20	3.00%	\$5,150.00	\$4,779.20
2	\$1,200.00	1.50%	\$6,445.25	\$5,981.19	2.00%	\$6,477.00	\$6,010.66
3	\$1,200.00	1.50%	\$7,759.93	\$7,271.05	2.00%	\$7,830.54	\$7,337.22
4	\$1,200.00	1.50%	\$9,094.33	\$8,603.23	2.00%	\$9,211.15	\$8,713.75
5	\$1,200.00	1.50%	\$10,448.74	\$9,978.55	2.00%	\$10,619.37	\$10,141.50
6	\$1,200.00	1.50%	\$11,823.47	\$11,397.83	2.00%	\$12,055.76	\$11,621.75
7	\$1,200.00	1.50%	\$13,218.83	\$12,861.92	2.00%	\$13,520.88	\$13,155.81
8	\$1,200.00	1.50%	\$14,635.11	\$14,371.68	2.00%	\$15,015.29	\$14,745.02
9	\$1,200.00	1.00%	\$15,993.46	\$15,993.46	2.00%	\$16,539.60	\$16,539.60
10	\$1,200.00	1.00%	\$17,365.39	\$17,365.39	2.00%	\$18,094.39	\$18,094.39
11	\$1,200.00	1.00%	\$18,751.05	\$18,751.05	2.00%	\$19,680.28	\$19,680.28
12	\$1,200.00	1.25%	\$20,196.27	\$20,196.27	2.25%	\$21,345.73	\$21,345.73
13	\$1,200.00	1.25%	\$21,663.73	\$21,663.73	2.25%	\$23,053.01	\$23,053.01
14	\$1,200.00	1.25%	\$23,149.52	\$23,149.52	2.25%	\$24,798.70	\$24,798.70
15	\$1,200.00	1.25%	\$24,653.89	\$24,653.89	2.25%	\$26,583.67	\$26,583.67
16	\$1,200.00	1.25%	\$26,177.07	\$26,177.07	2.25%	\$28,408.81	\$28,408.81
17	\$1,200.00	1.25%	\$27,719.28	\$27,719.28	2.25%	\$30,275.00	\$30,275.00
18	\$1,200.00	1.25%	\$29,280.77	\$29,280.77	2.25%	\$32,183.19	\$32,183.19
19	\$1,200.00	1.25%	\$30,861.78	\$30,861.78	2.25%	\$34,134.31	\$34,134.31
20	\$1,200.00	1.25%	\$32,462.55	\$32,462.55	2.25%	\$36,129.34	\$36,129.34
21	\$1,200.00	1.25%	\$34,083.34	\$34,083.34	2.25%	\$38,169.25	\$38,169.25
22	\$1,200.00	1.25%	\$35,724.38	\$35,724.38	2.25%	\$40,255.05	\$40,255.05
23	\$1,200.00	1.25%	\$37,385.93	\$37,385.93	2.25%	\$42,387.79	\$42,387.79
24	\$1,200.00	1.25%	\$39,068.26	\$39,068.26	2.25%	\$44,568.52	\$44,568.52
25	\$1,200.00	1.25%	\$40,771.61	\$40,771.61	2.25%	\$46,798.31	\$46,798.31
26	\$1,200.00	1.25%	\$42,496.25	\$42,496.25	2.25%	\$49,078.27	\$49,078.27
27	\$1,200.00	1.25%	\$44,242.46	\$44,242.46	2.25%	\$51,409.53	\$51,409.53
28	\$1,200.00	1.25%	\$46,010.49	\$46,010.49	2.25%	\$53,793.25	\$53,793.25
29	\$1,200.00	1.25%	\$47,800.62	\$47,800.62	2.25%	\$56,230.60	\$56,230.60
30	\$1,200.00	1.25%	\$49,613.13	\$49,613.13	2.25%	\$58,722.78	\$58,722.78
31	\$1,200.00	1.25%	\$51,448.29	\$51,448.29	2.25%	\$61,271.05	\$61,271.05
32	\$1,200.00	1.25%	\$53,306.40	\$53,306.40	2.25%	\$63,876.64	\$63,876.64
33	\$1,200.00	1.25%	\$55,187.73	\$55,187.73	2.25%	\$66,540.87	\$66,540.87
34	\$1,200.00	1.25%	\$57,092.57	\$57,092.57	2.25%	\$69,265.04	\$69,265.04
35	\$1,200.00	1.25%	\$59,021.23	\$59,021.23	2.25%	\$72,050.50	\$72,050.50
36	\$1,200.00	1.25%	\$60,973.99	\$60,973.99	2.25%	\$74,898.64	\$74,898.64
37	\$1,200.00	1.25%	\$62,951.17	\$62,951.17	2.25%	\$77,810.86	\$77,810.86
38	\$1,200.00	1.25%	\$64,953.06	\$64,953.06	2.25%	\$80,788.60	\$80,788.60
39	\$1,200.00	1.25%	\$66,979.97	\$66,979.97	2.25%	\$83,833.35	\$83,833.35
40	\$1,200.00	1.25%	\$69,032.22	\$69,032.22	2.25%	\$86,946.60	\$86,946.60
41	\$1,200.00	1.25%	\$71,110.12	\$71,110.12	2.25%	\$90,129.89	\$90,129.89
42	\$1,200.00	1.25%	\$73,214.00	\$73,214.00	2.25%	\$93,384.82	\$93,384.82
43	\$1,200.00	1.25%	\$75,344.18	\$75,344.18	2.25%	\$96,712.98	\$96,712.98
44	\$5,000.00	1.25%	\$77,500.98	\$77,500.98	2.25%	\$100,116.02	\$100,116.02

		Values Based on Guaranteed Interest Rates			Values Based on Current Interest Rates		
End of Contract Year	Purchase Payments	Credited Interest Rate	Accumulation Value	Surrender Value	Credited Interest Rate	Accumulation Value	Surrender Value
45	\$1,200.00	1.25%	\$79,684.74	\$79,684.74	2.25%	\$103,595.63	\$103,595.63
46	\$1,200.00	1.25%	\$81,895.80	\$81,895.80	2.25%	\$107,153.53	\$107,153.53
47	\$1,200.00	1.25%	\$84,134.50	\$84,134.50	2.25%	\$110,791.48	\$110,791.48
48	\$1,200.00	1.25%	\$86,401.18	\$86,401.18	2.25%	\$114,511.29	\$114,511.29
49	\$1,200.00	1.25%	\$88,696.19	\$88,696.19	2.25%	\$118,314.80	\$118,314.80
50	\$1,200.00	1.25%	\$91,019.90	\$91,019.90	2.25%	\$122,203.88	\$122,203.88
51	\$1,200.00	1.25%	\$93,372.64	\$93,372.64	2.25%	\$126,180.47	\$126,180.47
52	\$1,200.00	1.25%	\$95,754.80	\$95,754.80	2.25%	\$130,246.53	\$130,246.53
53	\$1,200.00	1.25%	\$98,166.74	\$98,166.74	2.25%	\$134,404.07	\$134,404.07
54	\$1,200.00	1.25%	\$100,608.82	\$100,608.82	2.25%	\$138,655.17	\$138,655.17
55	\$1,200.00	1.25%	\$103,081.43	\$103,081.43	2.25%	\$143,001.91	\$143,001.91
56	\$1,200.00	1.25%	\$105,584.95	\$105,584.95	2.25%	\$147,446.45	\$147,446.45
57	\$1,200.00	1.25%	\$108,119.76	\$108,119.76	2.25%	\$151,990.99	\$151,990.99
58	\$1,200.00	1.25%	\$110,686.26	\$110,686.26	2.25%	\$156,637.79	\$156,637.79
59	\$1,200.00	1.25%	\$113,284.84	\$113,284.84	2.25%	\$161,389.14	\$161,389.14
60	\$1,200.00	1.25%	\$115,915.90	\$115,915.90	2.25%	\$166,247.40	\$166,247.40
61	\$1,200.00	1.25%	\$118,579.85	\$118,579.85	2.25%	\$171,214.96	\$171,214.96
62	\$1,200.00	1.25%	\$121,277.09	\$121,277.09	2.25%	\$176,294.30	\$176,294.30
63	\$1,200.00	1.25%	\$124,008.06	\$124,008.06	2.25%	\$181,487.92	\$181,487.92
64	\$1,200.00	1.25%	\$126,773.16	\$126,773.16	2.25%	\$186,798.40	\$186,798.40
65	\$1,200.00	1.25%	\$129,572.82	\$129,572.82	2.25%	\$192,228.37	\$192,228.37
66	\$1,200.00	1.25%	\$132,407.48	\$132,407.48	2.25%	\$197,780.50	\$197,780.50
67	\$1,200.00	1.25%	\$135,277.58	\$135,277.58	2.25%	\$203,457.57	\$203,457.57
68	\$1,200.00	1.25%	\$138,183.55	\$138,183.55	2.25%	\$209,262.36	\$209,262.36
69	\$1,200.00	1.25%	\$141,125.84	\$141,125.84	2.25%	\$215,197.76	\$215,197.76
70	\$1,200.00	1.25%	\$144,104.91	\$144,104.91	2.25%	\$221,266.71	\$221,266.71
71	\$1,200.00	1.25%	\$147,121.23	\$147,121.23	2.25%	\$227,472.21	\$227,472.21
72	\$1,200.00	1.25%	\$150,175.24	\$150,175.24	2.25%	\$233,817.34	\$233,817.34
73	\$1,200.00	1.25%	\$153,267.43	\$153,267.43	2.25%	\$240,305.23	\$240,305.23
74	\$1,200.00	1.25%	\$156,398.27	\$156,398.27	2.25%	\$246,939.10	\$246,939.10
75	\$1,200.00	1.25%	\$159,568.25	\$159,568.25	2.25%	\$253,722.23	\$253,722.23
76	\$1,200.00	1.25%	\$162,777.86	\$162,777.86	2.25%	\$260,657.98	\$260,657.98
77	\$1,200.00	1.25%	\$166,027.58	\$166,027.58	2.25%	\$267,749.78	\$267,749.78
78	\$1,200.00	1.25%	\$169,317.92	\$169,317.92	2.25%	\$275,001.15	\$275,001.15
79	\$1,200.00	1.25%	\$172,649.40	\$172,649.40	2.25%	\$282,415.68	\$282,415.68
80	\$1,200.00	1.25%	\$176,022.51	\$176,022.51	2.25%	\$289,997.03	\$289,997.03
81	\$1,200.00	1.25%	\$179,437.80	\$179,437.80	2.25%	\$297,748.96	\$297,748.96
82	\$1,200.00	1.25%	\$182,895.77	\$182,895.77	2.25%	\$305,675.31	\$305,675.31
83	\$1,200.00	1.25%	\$186,396.97	\$186,396.97	2.25%	\$313,780.01	\$313,780.01
84	\$1,200.00	1.25%	\$189,941.93	\$189,941.93	2.25%	\$322,067.06	\$322,067.06
85	\$1,200.00	1.25%	\$193,531.20	\$193,531.20	2.25%	\$330,540.57	\$330,540.57
86	\$1,200.00	1.25%	\$197,165.34	\$197,165.34	2.25%	\$339,204.73	\$339,204.73
87	\$1,200.00	1.25%	\$200,844.91	\$200,844.91	2.25%	\$348,063.84	\$348,063.84
88	\$1,200.00	1.25%	\$204,570.47	\$204,570.47	2.25%	\$357,122.27	\$357,122.27
89	\$1,200.00	1.25%	\$208,342.60	\$208,342.60	2.25%	\$366,384.52	\$366,384.52
90	\$1,200.00	1.25%	\$212,161.88	\$212,161.88	2.25%	\$375,855.18	\$375,855.18
91	\$1,200.00	1.25%	\$216,028.91	\$216,028.91	2.25%	\$385,538.92	\$385,538.92
92	\$1,200.00	1.25%	\$219,944.27	\$219,944.27	2.25%	\$395,440.54	\$395,440.54
93	\$1,200.00	1.25%	\$223,908.57	\$223,908.57	2.25%	\$405,564.96	\$405,564.96
94	\$1,200.00	1.25%	\$227,922.43	\$227,922.43	2.25%	\$415,917.17	\$415,917.17
95	\$1,200.00	1.25%	\$231,986.46	\$231,986.46	2.25%	\$426,502.30	\$426,502.30

UNITED OF OMAHA LIFE INSURANCE COMPANY

IRA POLICY DISCLOSURE

QUALIFIED FLEXIBLE PURCHASE PAYMENT DEFERRED ANNUITY

1. **Policy.** The Qualified Flexible Purchase Payment Deferred Annuity is underwritten by United of Omaha Life Insurance Company ("we, us") and is designed to accumulate funds to provide a guaranteed income at maturity for the lifetime of the Annuitant. The Qualified Flexible Purchase Payment Deferred Annuity contract has been filed with the Internal Revenue Service (IRS) for approval. The IRS approval is a determination only as to the form of the annuity contract and does not represent a determination of the merits of the contract. You may contact us about the contract at the following address: United of Omaha Life Insurance Company, Mutual of Omaha Plaza, Omaha, Nebraska 68175, telephone (402) 342-7600.
2. **Accumulation Value.** The *accumulation value* of the contract is the accumulation at interest of the *purchase payments* less any previous withdrawals including any associated *withdrawal charges*. The value of the *purchase payments* is the sum of the initial *purchase payment* and any additional *purchase payments* minus any applicable premium tax.
3. **Interest Credited.** The interest rate for the *accumulation value* for any period will be the rate declared by the Board of Directors of United of Omaha Life Insurance Company, or their designees, but will not be less than the *guaranteed minimum interest rate* shown on your contract. Sometime after January 1st of each *contract year*, United of Omaha Life Insurance Company will provide each owner of a Qualified Flexible Purchase Payment Deferred Annuity contract with a statement showing the interest credited to the *accumulation value* as of the last contract anniversary.
4. **Withdrawal Charge.** If you withdraw a portion of the *accumulation value* or surrender the contract, there may be a *withdrawal charge* on the amount withdrawn or surrendered. The *withdrawal charge percentages* for years one through eight are: 8%, 8%, 7%, 6%, 5%, 4%, 3%, and 2%. There are no *withdrawal charges* after the eighth *contract year*. You may annuitize your contract without *withdrawal charges* after the first two *contract years*.
6. **Commissions.** The licensed agent providing this Disclosure Statement, as the soliciting agent for the sale of the Qualified Flexible Purchase Payment Deferred Annuity contract, will receive a sales commission not greater than 6.0% on *purchase payments* paid to the contract. The commissions paid to the soliciting agent on the *purchase payments* are not a separate charge against the contract.
7. **Maximum Purchase Payments.** The sum of all *purchase payments* may not exceed \$1,000,000 without *home office* approval.
8. **Table of Values.** The following table of values provides a projection of the *accumulation value* of your individual retirement annuity. To determine the projected value of your individual retirement annuity at the end of the year in which you attain ages 60, 65 and 70, please apply your own age at the beginning of this year to the following table of values. For example, if you were 40 years old at the beginning of this year, you would use years 20, 25 and 30 from the table of values to determine the projected value of your individual retirement annuity when you attain ages 60, 65 and 70.

QUALIFIED FLEXIBLE PURCHASE PAYMENT DEFERRED ANNUITY
TABLE OF VALUES
(Guaranteed rate of 1.0%, \$5,000 initial *purchase payment*, \$1,200 planned *purchase payments*)

DURATION	ANNUAL PREMIUM	MINIMUM ACCUMULATION VALUE	SURRENDER CHARGE	MINIMUM SURRENDER VALUE
1	\$5,000	\$5,150.00	8%	\$4,779.20
2	\$1,200	\$6,445.25	8%	\$5,981.19
3	\$1,200	\$7,759.93	7%	\$7,271.05
4	\$1,200	\$9,094.33	6%	\$8,603.23
5	\$1,200	\$10,448.74	5%	\$9,978.55
6	\$1,200	\$11,823.47	4%	\$11,397.83
7	\$1,200	\$13,218.83	3%	\$12,861.92
8	\$1,200	\$14,635.11	2%	\$14,371.68
9	\$1,200	\$15,993.46	0%	\$15,993.46
10	\$1,200	\$17,365.39	0%	\$17,365.39
11	\$1,200	\$18,751.05	0%	\$18,751.05
12	\$1,200	\$20,196.27	0%	\$20,196.27
13	\$1,200	\$21,663.73	0%	\$21,663.73
14	\$1,200	\$23,149.52	0%	\$23,149.52
15	\$1,200	\$24,653.89	0%	\$24,653.89
16	\$1,200	\$26,177.07	0%	\$26,177.07
17	\$1,200	\$27,719.28	0%	\$27,719.28
18	\$1,200	\$29,280.77	0%	\$29,280.77
19	\$1,200	\$30,861.78	0%	\$30,861.78
20	\$1,200	\$32,462.55	0%	\$32,462.55
21	\$1,200	\$34,083.34	0%	\$34,083.34
22	\$1,200	\$35,724.38	0%	\$35,724.38
23	\$1,200	\$37,385.93	0%	\$37,385.93
24	\$1,200	\$39,068.26	0%	\$39,068.26
25	\$1,200	\$40,771.61	0%	\$40,771.61
26	\$1,200	\$42,496.25	0%	\$42,496.25
27	\$1,200	\$44,242.46	0%	\$44,242.46
28	\$1,200	\$46,010.49	0%	\$46,010.49
29	\$1,200	\$47,800.62	0%	\$47,800.62
30	\$1,200	\$49,613.13	0%	\$49,613.13
31	\$1,200	\$51,448.29	0%	\$51,448.29
32	\$1,200	\$53,306.40	0%	\$53,306.40
33	\$1,200	\$55,187.73	0%	\$55,187.73
34	\$1,200	\$57,092.57	0%	\$57,092.57
35	\$1,200	\$59,021.23	0%	\$59,021.23
36	\$1,200	\$60,973.99	0%	\$60,973.99
37	\$1,200	\$62,951.17	0%	\$62,951.17
38	\$1,200	\$64,953.06	0%	\$64,953.06
39	\$1,200	\$66,979.97	0%	\$66,979.97
40	\$1,200	\$69,032.22	0%	\$69,032.22
41	\$1,200	\$71,110.12	0%	\$71,110.12
42	\$1,200	\$73,214.00	0%	\$73,214.00
43	\$1,200	\$75,344.18	0%	\$75,344.18
44	\$1,200	\$77,500.98	0%	\$77,500.98
45	\$1,200	\$79,684.74	0%	\$79,684.74
46	\$1,200	\$81,895.80	0%	\$81,895.80
47	\$1,200	\$84,134.50	0%	\$84,134.50
48	\$1,200	\$86,401.18	0%	\$86,401.18
49	\$1,200	\$88,696.19	0%	\$88,696.19
50	\$1,200	\$91,019.90	0%	\$91,019.90
51	\$1,200	\$93,372.64	0%	\$93,372.64

UNITED OF OMAHA LIFE INSURANCE COMPANY

A MUTUAL *of* OMAHA COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175, 402-342-7600



[November 15, 2011]

[John J. Doe
123 Main St.
Anytown, UT 12345]

Your Annual Statement

Contract Number: [UO12345678]

Annuitant(s): [John J. Doe]

United of Omaha Life Insurance Company is pleased to provide you with a personalized annual statement for your annuity contract. This statement gives the current status of your contract for the period stated. You should review these values carefully. If you have any questions, please contact Policyowner Services at [1-999-999-9999].

Beginning Surrender Value as of [11/15/2010]		[X,XXX.XX]
Beginning Accumulation Value as of [11/15/2010]		[X,XXX.XX]
Purchase Payments	+	[X,XXX.XX]
Withdrawals during the Contract Year	-	[X,XXX.XX]
Interest Credited	+	[X,XXX.XX]
Current Accumulation Value as of [11/14/2011]		[X,XXX.XX]
Surrender Charge	[X,XXX.XX]*	
Surrender Value as of [11/14/2011]		[X,XXX.XX]**

* The Surrender Charge applies to a surrender of the contract on [11/14/2011].

** The Surrender Value will reflect the guarantees on the minimum surrender value as described in the contract.

This product is not insured by the FDIC or any other government agency, is not a deposit or other obligation of any bank, and is not guaranteed by any bank.

Non-Qualified

UNITED OF OMAHA LIFE INSURANCE COMPANY

A MUTUAL of OMAHA COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175, 402-342-7600



[January 1, 2011]

Your Annual Statement

[John J. Doe
123 Main St.
Anytown, UT 12345]

Contract Number: [UO12345678]

Annuitant(s): [John J. Doe]

United of Omaha Life Insurance Company is pleased to provide you with a personalized annual statement for your annuity contract. This statement gives the current status of your contract for the period stated. You should review these values carefully. If you have any questions, please contact Policyowner Services at [1-999-999-9999].

Beginning Surrender Value as of [01/01/2010]			[SX,XXX.XX]
Beginning Accumulation Value as of [01/01/2010]			[SX,XXX.XX]
Purchase Payments			
Contributions			
[2010] for [2009]*	+		[SX,XXX.XX]
[2010] for [2010]*	+		[SX,XXX.XX]
Rollovers	+		[SX,XXX.XX]
Withdrawals	-		[SX,XXX.XX]
Interest Credited	+		[SX,XXX.XX]
Current Accumulation Value as of [12/31/2010]			[SX,XXX.XX]
Surrender Charge		[SX,XXX.XX]**	
Surrender Value as of [12/31/2010]			[SX,XXX.XX]***
Fair Market Value as of [12/31/2010]			[SX,XXX.XX]

* Consult your tax advisor on the deductibility.

** The Surrender Charge applies to a surrender of the contract on [12/31/2010].

*** The Surrender Value will reflect the guarantees on the minimum surrender value as described in the contract.

This report reflects the 'Fair Market Value' of your Individual Retirement Annuity (IRA) as of the end of the calendar year [2010]. The amount of your Fair Market Value is also being furnished to the Internal Revenue Service.

If you made a contribution to your IRA annuity for the [2010] tax year, United of Omaha Life Insurance Company will provide you with a separate IRA Contribution Information report during the month of May. Otherwise, you will not receive any additional information regarding your annuity. Please retain this report with your permanent financial records.

This product is not insured by the FDIC or any other government agency, is not a deposit or other obligation of any bank, and is not guaranteed by any bank.

Qualified